

RECEIVED

2007 JUL 23 AM 11:42

PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

DUBUQUE POLICE PROTECTIVE ASSOCIATION

JULY 1, 2005 - JUNE 30, 2008

PREAMBLE

This Agreement is made and entered into this first day of July, 2005, by and between the City of Dubuque, Iowa (hereafter called the City) and the Dubuque Police Protective Association (hereafter called the Association) and between the City and the Association on behalf of the employees in the Bargaining Unit, recognized and described under the Recognition Article of this Agreement.

DUBUQUE POLICE PROTECTIVE ASSOCIATION CONTRACT

TABLE OF CONTENTS

PREAMBLE	i
TABLE OF CONTENTS	ii
ARTICLE I RECOGNITION	1
ARTICLE II GENERAL CONDITIONS	1
ARTICLE III NO STRIKE CLAUSE	2
ARTICLE IV ASSOCIATION REPRESENTATIVES	3
ARTICLE V ASSOCIATION NEGOTIATING COMMITTEE	3
ARTICLE VI BULLETIN BOARDS	3
ARTICLE VII UNIFORMS AND EQUIPMENT	4
ARTICLE VIII PAYDAY	4
ARTICLE IX FUNERAL LEAVE	5
ARTICLE X LEAVES OF ABSENCE	6
ARTICLE XI SICK LEAVE	7
ARTICLE XII PREGNANCY LEAVE	8
ARTICLE XIII SENIORITY	9
ARTICLE XIV CASUAL DAY	11
ARTICLE XV VACATIONS	12
ARTICLE XVI HOLIDAYS	14
ARTICLE XVII LONGEVITY	16
ARTICLE XVIII EDUCATIONAL BONUS PLAN	16
ARTICLE XIX OVERTIME	18
ARTICLE XX SHIFT PREMIUM	19
ARTICLE XXI GROUP INSURANCE	19
ARTICLE XXII CALL BACK	21
ARTICLE XXIII WORK BREAKS	22
ARTICLE XXIV GRIEVANCE PROCEDURE	22

ARTICLE XXV	WAGE PLAN.....	25
ARTICLE XXVI	NONDISCRIMINATION.....	26
ARTICLE XXVII	SAVINGS CLAUSE	27
ARTICLE XXVIII	DURATION AND NEGOTIATIONS	27

ARTICLE I
RECOGNITION

The City recognizes the Dubuque Police Protective Association, certified by the Public Employment Relations Board in Case #452 (December 1, 1975) and as amended in Case #3317 (March 15, 1989) as the exclusive bargaining representative for the employees of the City of Dubuque in the following classifications: Patrol Officer, Master Patrol Officer, Corporal, Detective, Identification Officer and Sergeant.

ARTICLE II
GENERAL CONDITIONS

A. **Public Employer Rights**

Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the State.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type.

ARTICLE III

NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

The Association shall provide the City with a list of representatives by name, position and area which each representative serves (if steward). Changes in this list shall be furnished to the City promptly. The City need not recognize any Association representative of whom it has not been informed. The City shall immediately recognize a representative upon receipt of a written notice.

ARTICLE V

ASSOCIATION NEGOTIATING COMMITTEE

Members of the negotiating committee shall be paid their regular straight time pay when they participate in negotiating meetings during their regularly scheduled work day. The number of members eligible for payment shall be limited to four (4) and in no event shall payment extend beyond the end of their regular work day.

ARTICLE VI

BULLETIN BOARDS

The employer agrees to furnish at least one (1) bulletin board in the Law Enforcement Center to be used by the Association. The Association shall limit its posting of notices and bulletins to said board.

ARTICLE VII

UNIFORMS AND EQUIPMENT

Section 1

The City shall provide sworn police officers with the following equipment: hat shield, badge, gunbelt and holster, cartridge carrier, service weapon, handcuffs and case and safety eye glasses.

In addition, during the first year of service the City shall provide new officers with the following items of the uniform: cap, two (2) long and two (2) short sleeve shirts, necktie, jacket, and two (2) pair of pants.

Section 2

After the first year of service, employees in the classification of Patrol Officer, Detective and Corporal, shall receive a five hundred dollar (\$500) yearly cash allowance for the maintenance and replacement of the uniform. Payments shall be made in the amount of two hundred fifty dollars (\$250) in December and two hundred fifty dollars (\$250) in June.

Section 3

Employees in the classification of Sergeant and Identification Officer shall receive a two hundred and fifty dollar (\$250) yearly cash allowance for the maintenance and replacement of the uniform. Payments shall be made in the amount of one hundred and twenty-five dollars (\$125) in December and one hundred and twenty-five dollars (\$125) in June.

ARTICLE VIII

PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

ARTICLE IX

FUNERAL LEAVE

All regular full time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

A. **Death of an employee's spouse, child or step-child.**

Seven (7) calendar days with a maximum of five (5) working days pay.

B. **Death of other members of an employee's immediate family.**

1. Relationships which are considered as members of the employee's family are: mother, step-mother, father, step-father, legal guardian, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother and grandchild.
2. In the event the employee is the person responsible for making arrangements for the funeral and attending same, a period of time from when death occurs until the day following the funeral, but not to exceed three (3) scheduled working days with pay.
3. In the event the employee is not the person responsible for making arrangements for the funeral, one (1) scheduled working day shall be allowed to attend the funeral providing the funeral service falls on a scheduled working day of the employee.
4. If the conditions under B3 are applicable and the employee is assigned to any of the following shifts: 9:00 a.m. to 7:00 p.m., 3:00 p.m. to 1:00 a.m. or 7:00 p.m. to 5:00 a.m., said employee shall be allowed two (2) scheduled working days off; namely the day before the funeral and the day of the funeral, providing the funeral service falls on a scheduled working day of the employee.

C. Upon approval of the Police Chief, an employee shall be granted up to three (3) additional work days to attend the funeral of his/her spouse, child, step-child or other members of his/her immediate family as defined in Section B. Said leave shall be deducted from the employee's compensatory time account.

Special Provision

It is recognized that a death of a person other than the relationship listed above could warrant consideration for some paid funeral leave.

In this event the employee should make known the situation to the department manager.

The department manager may exercise administrative approval consistent with the intent of this funeral leave provision.

The department manager will document the administrative approval by written notice to the Personnel Office.

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the recommendation of the department manager. An employee desiring a leave of absence without pay shall submit a request in writing to the City Manager at least thirty (30) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a medical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits or pay granted by this Agreement.

ARTICLE XI

SICK LEAVE

Section 1

Employees shall accrue eight (8) hours of sick leave per month (3.6923 hours biweekly). The term month, as used in this section, means a calendar month.

Section 2

Unused sick leave shall be accrued from year to year to a maximum of one thousand (1000) hours.

Section 3

Sick leave shall be paid to employees at their regular base rate predicated on either an eight (8) hour work day or a ten (10) hour work day, depending on whether the employee is assigned to an eight (8) hour work day or a ten (10) hour work day.

Charges against accrued sick leave shall be made by deducting the hours paid from the employee's accrued sick leave but it is understood that no sick leave shall be paid to an employee on his/her regular day off.

Employees shall be granted sick leave with pay for illness or injury of members of the employee's family (spouse, dependent children or stepchildren and parents or step-parents). Up to forty-eight (48) hours per employee per fiscal year shall be granted for this purpose.

Section 4

An employee who is on approved leave of absence due to an injury or illness shall continue to accrue sick leave credit for a period not to exceed two (2) calendar months following the month of injury or illness.

No sick leave shall be accrued during layoff due to curtailment of work when such layoff extends beyond thirty (30) days.

No sick leave shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Accrual of sick leave shall be terminated upon the employee's discharge, resignation, retirement or death.

Section 5

An employee who is injured while employed by another employer or doing contract work for pay on non-City work shall not be entitled to any sick leave payment.

Section 6

Upon retirement, employees shall be paid for fifty percent (50%) of all sick leave days accrued during the last ten (10) continuous years of service prior to retirement, less all sick leave used during the last ten (10) continuous years of service prior to retirement and less 320 sick leave hours.

EXAMPLE

	10	years of continuous service
x	<u>96</u>	sick leave hours accrued per year
	960	sick leave hours
-	80	sick leave hours (sick leave used during last 10 continuous
	—	(years of service)
	880	sick leave hours
-	<u>320</u>	sick leave hours
	560	sick leave hours
x	<u>50%</u>	
	280	sick leave hours x the regular rate of pay

In order to be eligible for such payment an employee shall have completed at least twenty (20) years of continuous service in a full time position, or retired as a result of a disability.

ARTICLE XII

PREGNANCY LEAVE

An employee's pregnancy, child birth or related medical condition is regarded as a temporary disability. The commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, reinstatement, and payment under the City's health insurance, disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy, child birth or related medical

condition on the same terms and conditions as they are applied to other temporary disabilities. Sick leave benefits, to the extent of an employee's accumulated sick leave, shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, child birth or related medical condition. The employee may use other available paid leaves such as vacation, compensatory time or casual day or a leave of absence without pay during the period of temporary disability. A leave of absence without pay beyond the period of temporary disability may be granted in accordance with Article XI, **LEAVES OF ABSENCE**, of this Agreement. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of her position.

ARTICLE XIII

SENIORITY

Section 1

If an employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before the initial appointment as a patrol officer, the trial period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If an employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a patrol officer, the trial period shall commence with the date of initial employment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one jurisdiction to another shall be employed subject to a trial period of nine (9) months. An employee's seniority shall be administered in accordance with Chapter 400, Code of Iowa.

An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or lay off shall not be subject to the grievance procedure of the Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Association shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purpose of this Agreement, the term employee shall mean full-time employee.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons (this list is not inclusive):

- Resignation
- Discharge
- Death
- Retirement
- Being laid off for a period of two (2) months without either being recalled to the position the employee occupied at the time of the lay off or being appointed to another position in the bargaining unit.
- If, after a lay off, the employee fails to report for work within five (5) work days after the date the certified letter was mailed, notifying the employee to report for work.
- Failure to report to work after the termination of an authorized leave.

Section 4

An employee's seniority shall be used as the employee's basis twice a year in signing up for shifts and days off. An employee's seniority shall be used as the employee's basis for vacation choice signup only in the spring of the year during the traditional vacation signup period. If an employee changes shift after the spring vacation signup they will not be able to use seniority to negate a less senior employee from a vacation selection already chosen on the employee's new shift.

The total strength of each shift, required reporting times of each shift and number and types of days off allotted to each shift shall be determined by the Chief of Police in such a manner as to provide the best possible police service.

Throughout the year, the City reserves the right to make shift assignments for efficient and effective police service without regard to seniority.

Section 5

In the event of a change in shift assignment, other than a shift assignment change that is the result of an emergency situation or is of an urgent nature, the affected employee(s) shall be notified at least five (5) calendar days prior to the effective date of the change and upon the request of the affected employee(s), shall also be provided with a statement containing the reason(s) why the change is being made.

ARTICLE XIV

CASUAL DAY

A. Considerations

1. To afford an employee one (1) day with pay, not to be deducted from sick leave accumulation, to be scheduled by his/her department manager.
2. Approving or disapproving the employee's requested date for this casual day shall be at the sole discretion of the employee's department manager or authorized representative.
3. The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to (2) above and denial of the employee's requested date is not a proper subject for a grievance.
4. Exception to (3) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious or personal prejudice on the part of the approving authority.
5. The Association recognizes that approval or disapproval of a specific day must consider the efficient level of service due the general public.

B. Conditions

1. A new employee must have completed at least four (4) full calendar months of the trial period before June 15th of each calendar year in order to be eligible during the calendar year.

2. On January 15th of each year, or upon the completion of four (4) full calendar months of his/her trial period as stipulated in (1) above, one (1) day will be credited to each eligible officer's compensatory time account. Except as otherwise provided in this Agreement, on July 1st of each year, subject only to extenuating circumstances, no compensatory time account shall have more than the presently authorized three (3) days accumulated.
3. No employee may request a casual day as the day immediately preceding or following the employee's scheduled vacation period. In the event an emergency situation arises while an employee is on vacation, and such employee has not used the casual day, upon written or telephone request the vacation may be extended one (1) additional day by utilizing the casual day.
4. Under no circumstances shall pay be requested or approved in lieu of the casual day off with pay.
5. Once a date has been approved for an employee as a casual day it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's casual day is reserved by the department manager or authorized representative when such extenuating circumstances exist. A date may be canceled and rescheduled by an employee under extenuating circumstances.
6. Employees assigned to a ten (10) hour work day shall receive ten hours of pay for the casual day. Employees assigned to an eight (8) hour work day shall receive eight (8) hours for the casual day. The Association will not attempt to negotiate an increase in the time off for a casual day from eight (8) hours to ten (10) hours for employees assigned to an eight (8) hour work day.

ARTICLE XV

VACATIONS

Section 1

After an employee has one (1) year or more seniority the employee shall be eligible to receive two (2) weeks paid vacation at eighty (80) hours straight time pay in each calendar year. After an employee has completed four (4) years or more seniority the employee shall be eligible to receive three (3) weeks paid vacation at one hundred twenty (120) hours straight time pay in each calendar year. After an employee has completed eight (8) years or more seniority the employee shall be eligible to receive four (4) weeks paid vacation at one hundred sixty (160) hours straight time pay in each calendar year. After an employee has completed twenty-three (23) years or more seniority the employee shall be eligible to

receive five (5) weeks paid vacation at two hundred (200) hours straight time pay in each calendar year.

Section 2

It is agreed that vacations are earned during the year of service preceding that in which the vacation time is taken.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 3

The vacation anniversary date of an employee shall be the same as the seniority date of the employee.

Earned vacations must be taken within the twelve (12) month period immediately following the anniversary date of the vacation.

Vacation time is not accumulated from year to year; therefore under no circumstances shall vacations be requested, scheduled or permitted to run consecutively.

There shall be no change from previous years in the manner or method of scheduling or approving vacations.

Section 4

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 5

Employees who have six (6) months or more continuous employment and who are laid off, resign or enter military service (provided the City is given two [2] weeks notice of termination in the case of resignation or military leave of absence) shall receive vacation pay prorated to the last day worked.

Section 6

Employees shall be given the opportunity to convert one (1) week (forty [40] hours) of vacation to compensatory time. The conversion option shall be made available during the period when vacations are scheduled. If an employee chooses to convert one (1) week of vacation to compensatory time, the maximum accrual for compensatory time shall be increased to eighty (80) hours. If an employee chooses to convert only sixteen (16) holiday hours to compensatory time, the maximum accrual shall be fifty-six (56) hours. If an employee elects not to convert the one (1) week of vacation or sixteen (16) holiday hours to compensatory time, the maximum accrual for compensatory time shall remain at forty (40) hours. If an employee elects to convert both the one (1) week vacation and sixteen (16) holiday hours to compensatory time, the maximum accrual for compensatory time shall remain at eighty (80) hours.

ARTICLE XVI

HOLIDAYS

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

A.	New Year's Day	January First
B.	Memorial Day	Last Monday in May
C.	Independence Day	July Fourth
D.	Labor Day	First Monday in September
E.	Veterans Day	November Eleventh
F.	Thanksgiving Day	Fourth Thursday in November
G.	Day After Thanksgiving	Friday following Thanksgiving Day
H.	Christmas Eve	December Twenty-Fourth
I.	Christmas Day	December Twenty-Fifth
J.	New Year's Eve	December Thirty-First

Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.
- D. Subpoena as a witness.

- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the Chief of Police.

Section 3

Except as otherwise provided in this section, employees who are eligible for holiday pay shall be paid eight (8) hours straight time pay for each holiday in lieu of time off. Eligible employees shall have the option of receiving time off in lieu of holiday pay for two (2) of the named holidays (16 hours). Time off in lieu of holiday pay shall be administered in accordance with the procedure covering the use of compensatory time. Only those employees who elect to take time off in lieu of payment for two (2) of the named holidays (16 hours) shall have their compensatory time account increased from a maximum of forty (40) hours to a maximum of fifty-six (56) hours.

Section 4

For non-shift employees, when the holiday falls on Sunday, the following day shall be declared a holiday for the employee. When the holiday falls on Saturday, the preceding day shall be declared a holiday for the employee.

For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.

For shift employees, the holiday shall commence at 12:00 midnight the day of the holiday and end at 11:59 p.m. the same day.

Employees shall receive one and one-half times the regular rate of pay for all hours worked on the holiday.

ARTICLE XVII

LONGEVITY

Section 1

Longevity payment shall represent a percentage of an employee's regular (straight time or base) rate of pay based upon an employee's length of service in a full-time position. Longevity payment shall represent compensation in addition

to an employee's regular (straight time or base) rate of pay.

Longevity payments shall be made each payday in accordance with the longevity pay plan set forth in Section 2 of this Article.

Section 2

Longevity payments shall be made in accordance with the following schedule:

After six (6) years of continuous service	1% of regular rate of pay
After twelve (12) years of continuous service	2% of regular rate of pay
After eighteen (18) years of continuous service	3% of regular rate of pay
After twenty-four (24) years of continuous service	4% of regular rate of pay
After thirty (30) years of continuous service	5% of regular rate of pay

Section 3

Continuous service shall mean service with the City uninterrupted by resignation, discharge or personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months.

ARTICLE XVIII

EDUCATIONAL BONUS PLAN

Except as herein provided, in order to qualify for the Educational Bonus Plan, employees must have completed sixty (60) semester hours of college-level course work at an accredited university or college with a minimum of twelve (12) hours of course work in professional law enforcement development.

A minimum of an overall grade of "C" will be required.

Courses which are applicable within the twelve (12) required in professional Law Enforcement Development Courses are those which lead directly to the enhancement of the officer's performance of his/her duty as a Police Officer. Such courses are exemplified by the partial listing which follows:

- A. Law Enforcement, Police Administration, Criminal Law, Juvenile Delinquency, Correctional Philosophy and other core Police Science courses.
- B. Interviewing as related to Law Enforcement, Traffic Administration, Criminal Investigation, Police-Community Relations, Criminal Procedures and Evidence, and other professional development courses.
- C. Behavioral and Social Science courses such as American Government, Public Administration, Legislative Process, American Political Parties, Judicial Process, Municipal Government and Urbanism and American Constitutional Law.
- D. Certain Psychology courses such as General Psychology, Social Psychology, Personal and Industrial Psychology, Abnormal and Criminal Psychology.
- E. Certain Sociology courses such as Principles of Sociology, Social Problems, Race and Ethnic Relations, Criminology, Sociological Research, and various courses aimed at improvement of the individual law enforcement function.

The Educational Bonus Plan will apply as follows:

Patrol Officer	5% of the base rate of pay
Master Patrol Officer	5% of the base rate of pay
Detective	5% of the base rate of pay
Corporal	5% of the base rate of pay
Identification Officer	4.5% of the base rate of pay
Sergeant	4.5% of the base rate of pay

To apply for this educational benefit an officer must submit to the Chief of Police a stamped transcript of his/her college or university credits for consideration. The final determination of eligibility shall be made by the City Manager's Office.

Employees hired or appointed to the position of Patrol Officer on or after July 1, 1998, shall not be covered by the terms of this Article until after they have completed their trial period.

ARTICLE XIX

OVERTIME

Except as otherwise provided in this Article, one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked outside a scheduled payroll day or a scheduled payroll week. For employees assigned to an eight (8) hour work day, daily overtime will commence after eight (8) hours and twenty (20) minutes have elapsed from the designated reporting time of the employee. For employees assigned to a ten (10) hour work day, daily overtime will commence after ten (10) hours and twenty (20) minutes have elapsed from the designated reporting time of the employee.

An employee shall be paid double time for time spent in court during the employee's scheduled vacation. This double time provision does not apply to the employee's court appearance on a casual day.

Employees shall be paid a minimum of two (2) hours straight time witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid the straight time rate for the total hours.

Employees who are eligible to receive overtime may be granted time off in order to compensate for and in lieu of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved by the employee's supervisor.

An employee who is assigned the duties of Field Training Officer shall receive five (5) hours of compensatory time off or five (5) hours of pay at the regular rate of pay for each full week during which he/she is assigned to and works with a police officer during his/her trial period as a Field Training Officer.

Travel time related to attending training sessions as defined by the Fair Labor Standards Act as compensable hours of work, will be paid in accordance with the overtime provision of the Agreement.

ARTICLE XX

SHIFT PREMIUM

Employees assigned to a ten (10) hour work day shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
3:00 p.m. to 1:00 a.m.	\$.25 per hour
7:00 p.m. to 5:00 a.m.	\$.30 per hour
11:00 p.m. to 9:00 a.m.	\$.35 per hour

Employees assigned to an eight (8) hour work day shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
3:00 p.m. to 11:00 p.m.	\$.25 per hour
11:00 p.m. to 7:00 a.m.	\$.35 per hour

Employees in the classifications of Identification Officer and Sergeant shall not receive shift premium payment.

ARTICLE XXI

GROUP INSURANCE

Section 1

HEALTH AND PRESCRIPTION DRUG INSURANCE

Employees shall pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

Section 2

LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The City shall pay the full cost of a life insurance and accidental death and dismemberment insurance policy for all employees covered by this Agreement.

Employees are eligible for coverage the first day of the month following the completion of thirty days of continuous service in a full time position.

Employees who retire shall receive a life insurance policy. Eligibility and amount of coverage shall be in accordance with the terms of the life insurance master agreement.

Section 3

DISABILITY INCOME PROTECTION INSURANCE

Disability income protection insurance policy shall be provided to all employees covered by this Agreement. The cost of such coverage shall be paid in full by the City.

Employees are eligible for coverage the first of the month following the completion of thirty days of continuous service in a full time position.

Section 4

MASTER INSURANCE AGREEMENTS

Specific benefits of each aspect of the group insurance plan are set forth in master agreements which shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee.

Section 5

COVERAGE DURING EXTENDED ILLNESS OR INJURY

The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employees is absent due to a non-job related illness or injury or for a period equivalent to the employee's length of continuous service in a full-time position prior to the day of absence due to the non-job related illness or injury, whichever is less. The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a job related illness or injury. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance and disability income protection insurance.

Section 6

TERMINATION OF INSURANCE BENEFITS

When a covered employee is discharged, laid off, resigns, retires or dies, the City shall discontinue payment of all insurance premiums. Insurance benefits for dependents terminate when the dependent ceases to be eligible as a dependent or when the employee withdraws the authorization for dependent insurance coverage. In compliance with applicable Federal and State laws, employees and their eligible dependents are entitled to continue their health insurance coverage after termination of employment at their expense. Requests for continuation of health insurance benefits must be made in writing to the Personnel Office.

Section 7

COVERAGE DURING A LEAVE OF ABSENCE WITHOUT PAY

An employee may elect to continue group insurance coverages while on a leave of absence without pay. During such leave the employee shall be responsible for paying the full cost of all group insurance premiums with the exception of a leave of absence without pay granted in accordance with the Family and Medical Leave Act of 1993.

Section 8

FLEXIBLE SPENDING ACCOUNTS

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

ARTICLE XXII

CALL BACK

Except as otherwise provided in this Article, an employee who, having left the premise after his/her regular shift, is recalled for additional work shall receive not less than two (2) hours pay. When such work merges with the employee's regular work day this provision does not apply. Employees in the classifications of Sergeant and Identification Officer are not entitled to receive payment under this or any other Article of this Agreement for time spent in department staff meetings outside of their regular work shift.

The City has the right to determine who is on standby. Employees on standby will receive, at their option, either six hours at their regular rate of pay or six hours of compensatory time for each full week they are on standby. Standby pay shall not be considered hours worked for purposes of overtime eligibility. The standby pay provision applies only to employees assigned to the Dubuque Drug Task Force and the Eighteen County Drug Task Force. Employees who are on standby, but are not available for work, will be subject to disciplinary action.

ARTICLE XXIII

WORK BREAKS

Employees may be allowed two (2) coffee breaks during each shift. Each coffee break shall not exceed ten (10) minutes in length.

An employee shall be allowed one (1) lunch break during each shift. The lunch break shall not exceed thirty (30) minutes in length.

Employees are not guaranteed work breaks if operational circumstances do not permit. No additional compensation shall be provided if a work break is missed or interrupted. Officers working scheduled or unscheduled overtime shall be entitled to one (1) coffee break per four (4) hours worked.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Association with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of equitable and prompt adjustment of problems or grievances of the employees. These shall be settled orally whenever possible between the supervisor and the employee when the problem or grievance originates.

An employee wishing to exercise the grievance procedure shall be entitled to have another Association member of his/her choice present as a witness during any presentation of the grievance to any officer of the department. The witness shall not become a party to the dispute, but shall serve only as a witness.

In the case of duty or shift assignments the aggrieved officer may present the grievance but shall not be allowed to delay or avoid the assignment beyond that time necessary for presentation of the grievance to the supervisor responsible for the assignment.

A. Oral Proceedings

Step 1

Within ten (10) calendar days after the alleged grievance has occurred, the employee and supervisor shall orally discuss the grievance in an attempt to resolve the issue.

Step 2

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving officer, a supervisor and the Chief of Police.

B. Written Proceedings

Step 1

A grievance not settled after oral discussion, as outlined above, within seven (7) calendar days may be reduced to writing and presented to the Chief of Police.

The nature of the complaint shall be clearly defined so that the Chief of Police will have a fair opportunity to locate the cause of the problem and settle the matter. The Chief of Police shall answer in writing within seven (7) calendar days after receipt of the grievance.

Step 2

If the grievance is not settled in Step 1, within seven (7) calendar days after receiving the answer, a written request may be addressed to the Chief of Police for a meeting with the City Manager. If the request is denied by the Chief of Police a written appeal may be sent directly to the City Manager, following written notice to the Chief of Police of intention to appeal.

Within fourteen (14) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative (from outside the Police Department) shall hear matters pertinent to the grievance. The chairperson of the Welfare Committee or the designee of the Association may be present at the request of the aggrieved employee or at the request of the President of the Association. The aggrieved employee may not choose anyone other than the designated person of the Association to represent him/her in this hearing. The City Manager shall give a written answer fourteen (14) calendar days after this meeting.

Step 3

For employees under Civil Service and for issues covered by the Civil Service Act, if a grievance is not settled in Step 2 the employee has recourse of the Civil Service Act and shall follow its provisions outlined under Chapter 400, Code of Iowa.

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Association and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after the receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking of arbitration only with the approval of the employee organization, and in the case of an employee, only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Association representatives, when carrying out procedures in Step 1 and Step 2 in the Grievance Procedure, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of straight time pay, not including overtime pay. The City shall not be responsible for pay to Association employees involved in any matter relating to arbitration proceedings or Civil Service proceedings.

Time limits set forth in this policy may be waived by mutual consent of the principal parties. Time limits may be waived upon submission of a written statement of inability to act for good cause and setting forth another date of intended action. Good cause shall include, but not be limited to, the absence of principals to the grievance.

If the City does not answer a written appeal within the time limits specified in the written proceedings, the Association may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step. If the Association fails to file a written appeal within the time limits specified in the written proceedings, the grievance may be appealed automatically to the next step.

ARTICLE XXV

WAGE PLAN

The following salary schedules shall represent the regular (straight time or base) rate of pay for positions covered by this Agreement:

Biweekly Rates - Effective 7/1/05 through 6/30/2006

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Patrol Officer	P-01	-	-	\$1,560.80	\$1,603.20	\$1,687.20	\$1,733.76
Police Corporal	P-02	-	-	-	\$1,802.40	\$1,872.00	\$1,939.20
Police Detective	P-02	-	-	-	\$1,802.40	\$1,872.00	\$1,939.20
Police Identification Officer	P-03	\$1,737.60	\$1,828.00	\$1,916.80	\$2,012.00	\$2,110.40	\$2,220.00
Police Sergeant	P-03	\$1,737.60	\$1,828.00	\$1,916.80	\$2,012.00	\$2,110.40	\$2,220.00

Biweekly Rates - Effective 7/1/2006 through 6/30/2007

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Patrol Officer	P-01	-	-	\$1,615.20	\$1,659.20	\$1,746.40	\$1,794.40
Police Corporal	P-02	-	-	-	\$1,865.60	\$1,937.60	\$2,007.20
Police Detective	P-02	-	-	-	\$1,865.60	\$1,937.60	\$2,007.20
Police Identification Officer	P-03	\$1,798.40	\$1,892.00	\$1,984.00	\$2,082.40	\$2,184.00	\$2,297.60
Police Sergeant	P-03	\$1,798.40	\$1,892.00	\$1,984.00	\$2,082.40	\$2,184.00	\$2,297.60

Biweekly Rates - Effective 7/1/2007 through 6/30/2008

POSITION CLASSIFICATION	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Patrol Officer	P-01	-	-	\$1,664.00	\$1,708.80	\$1,798.40	\$1,848.00
Police Corporal	P-02	-	-	-	\$1,921.60	\$1,996.00	\$2,067.20
Police Detective	P-02	-	-	-	\$1,921.60	\$1,996.00	\$2,067.20
Police Identification Officer	P-03	\$1,852.00	\$1,948.80	\$2,043.20	\$2,144.80	\$2,249.60	\$2,366.40
Police Sergeant	P-03	\$1,852.00	\$1,948.80	\$2,043.20	\$2,144.80	\$2,249.60	\$2,366.40

Upon promotion an employee shall be placed in the first step of his/her new pay grade except in cases where the increase to the first step would be less than a one (1) pay grade step increase. Under those circumstances the promoted employee shall be placed in such a step in the new pay grade as may be necessary to give the employee at least a one (1) pay step increase.

If an employee is promoted to the lowest step in the classification, the employee's performance shall be reviewed after six (6) months and if satisfactory, shall be advanced to the next step in the classification. On the other hand, if the employee is promoted to a step other than the starting step in the classification then the employee's performance shall be reviewed after twelve (12) months and if satisfactory, shall be advanced to the next step and yearly thereafter until he/she has reached Step "F".

ARTICLE XXVI

NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin or political affiliation. Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE XXVII

SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXVIII

DURATION AND NEGOTIATIONS

This Agreement shall be effective the first day of July, 2005 and shall remain in full force and effect through the thirtieth day of June, 2008. Negotiations for a succeeding Agreement to become effective on July 1, 2008, shall begin after August 15, 2007, but not later than October 15, 2007.

Signed this _____ day of _____, 2006

DUBUQUE POLICE
PROTECTIVE ASSOCIATION

CITY OF DUBUQUE, IOWA

PRESIDENT

MAYOR

ATTEST:

JEANNE F. SCHNEIDER, CITY CLERK